

## *EXHIBIT H*

**In the Matter of:**

*Rysta Leona Susman, et al.*

*vs.*

*The Goodyear Tire & Rubber Company*

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*David Roy Southwell*

*March 28, 2019*

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**epiq**  
Court Reporting Solutions

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1                   Do you have any opinion as to how long, in  
2 terms of -- of days or weeks or whatever it would have  
3 been from the time the initiation in this location began  
4 to the date of the accident?

5                   A. No. Again, I can't be definitive about that.

6                   Q. So you have no opinion --

7                   A. No.

8                   Q. -- correct?

9                   A. Yes.

10                  Q. I did that kind of double negative thing you  
11 know that we all do periodically, so ...

12                  Okay. With regard to nylon overall, do  
13 you agree that nylon overlays do not prevent tread  
14 detachments?

15                  A. That's a pretty big question.

16                  Q. Seemed pretty simple to me.

17                  A. That's because you don't know a lot about tires  
18 just quite honestly, and I didn't mean that in any -- any  
19 derogatory way.

20                  You can make a tire separate regardless of  
21 its design and its manufacture.

22                  Q. Uh-huh.

23                  A. If you're talking about a population of tires,  
24 if you take two populations of tires of identical design  
25 with the exception of nylon overlay, the incidence of

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1 separations in the market in the population of tires with  
2 known overlay will be dramatically less than the  
3 incidence of separations in the population of tires  
4 without nylon overlay. That's the best way I can answer  
5 your question.

6 Q. Well, I thought you told me earlier, in  
7 response to some of my questions regarding the  
8 contributing factors that you had, is that they all  
9 combined together to cause this separation on this day?

10 A. That's correct.

11 Q. One of those factors was the use of a nylon  
12 component to -- to restrict the -- the tire, right?  
13 The -- the growth of the tire?

14 A. Well --

15 Q. It's a bad question. Let me clean it up.

16 One of those components in your theory on  
17 causation is a nylon overlay, true?

18 A. The absence of a nylon overlay.

19 Q. Correct. Correct. Yes?

20 A. Yes.

21 Q. And so you answered to me earlier, as I  
22 understood it, that if you took one of those components  
23 out of the question, that the failure would still have  
24 happened as it did, just later on down the road?

25 A. And quite possibly after the tread had worn

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1 would say it did not meet the state of the art?

2 A. Yes.

3 Q. And so, then, if -- if there was any tire, Load  
4 Range E tire manufactured and sold here in North America  
5 in 1994 that was not equipped with a nylon overlay, would  
6 that tire, in your judgment, be unreasonably dangerous?

7 A. No, not necessarily.

8 Q. Okay. So you can have a Load Range E tire  
9 without a nylon overlay, and that tire can still be  
10 reasonably safe, true?

11 A. Subject to all the other parameters of the  
12 tire, yes.

13 Q. What does that mean, "subject to all the other  
14 parameters of the tire"?

15 A. Well, nylon overlay will, as I've said,  
16 dramatically reduce the incidence of belt separations in  
17 the population of tires. That doesn't mean that every  
18 population of tires without a nylon overlay is going to  
19 have a high incidence of separation, because there are  
20 other parameters in the -- in the design of the tire  
21 that -- that will affect its susceptibility to -- to belt  
22 failures.

23 Q. Okay. So we agree, though, that depending upon  
24 the other design and manufacturing parameters of the  
25 tire, a Load Range E tire, that the absence of a nylon

## 1 CERTIFICATE OF REPORTER

2 STATE OF ARIZONA )  
3 COUNTY OF PIMA ) SS:

4 I, Sandra Marruffo, a Certified Reporter in  
5 the State of Arizona, do certify that the foregoing  
6 deposition was taken March 28, 2019, before me in the  
7 County of Pima, State of Arizona; that an oath or  
affirmation was duly administered by me to the witness,  
8 DAVID ROY SOUTHWELL, pursuant to A.R.S. 41-324(B); that  
the proceedings were taken down by me in shorthand and  
thereafter reduced to typewriting; that the transcript is  
a full, true, and accurate record of the proceedings, all  
9 done to the best of my skill and ability; that the  
preparation, production and distribution of the  
transcript and copies of the transcript comply with the  
10 Arizona Revised Statutes and in ACJA 7-206(F)(3); ACJA  
11 7-206 J(1)(g)(1) and (2); and ACJA 7-206 J(3)(b).

12 The witness herein, DAVID ROY SOUTHWELL, requested  
transcript review and signature.

13 I FURTHER CERTIFY that I am in no way related  
to any of the parties nor am I in any way interested in  
the outcome hereof.

14 IN WITNESS WHEREOF, I have set my hand in my  
15 office in the County of Pima, State of Arizona, this 5th  
day of April 2019.

16  
17  
18 *Sandra Marruffo*

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20 SANDRA MARRUFFO Arizona CR No. 50815

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